

SK-13923

02-05-15-1-0-0700-00

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 23rd day of SEPTEMBER, 1985 between

HOWARD WILLETT, a single man hereinafter called the "seller" and

ROBERT LYNN AND PATRICIA LYNN, husband &amp; wife hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

Lots 1 and 2 of Whispering Hills River Estates, according to the official plat thereof on file and of record at page 130 of Book "A" of Plats, records of Skamania County, Washington.

SUBJECT TO: Easements, restrictions, reservations and provisions of record, if any. SUBJECT TO: Any questions that may arise due to the shifting or change in the course of the Washougal River, or due to said river having changed its course. SUBJECT TO: Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Washougal River, if said river is navigable.

Free of incumbrances, except:

REAL ESTATE CONTRACT dated December 9, 1984, between Henry Kornmann and Jessie Kornmannas Vendor and Howard Willett as Vendee, recorded December 20, 1984 under Recording No. 98710 in Book 84 of Deeds at page 195, which Vendee, Howard Willett, will continue to pay according to its terms and conditions.

On the following terms and conditions: The purchase price is FIFTEEN THOUSAND DOLLARS AND NO/100-----(\$ 15,000.00) dollars, of which THREE THOUSAND DOLLARS AND NO/100-----(\$ 3,000.00 ) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

ONE HUNDRED FIFTY DOLLARS AND NO/100-----(\$ 150.00 ) Dollars, or more at purchaser's option, on or before the 26th day of OCTOBER 19 85 and ONE HUNDRED FIFTY DOLLARS AND NO/100-----(\$ 150.00 ) Dollars, or more at purchaser's option, on or before the 26th day of each then succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the balance of said purchase price and the diminishing amounts thereof at the rate of 10% per cent per annum from the 26th day of SEPTEMBER 19 85, which interest shall be deducted from each monthly installment and the balance of each installment applied in reduction of principal. All payments to be made hereunder shall be made at

or at such other place, as the seller may direct in writing.

The purchaser may enter into possession RECORDATION

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

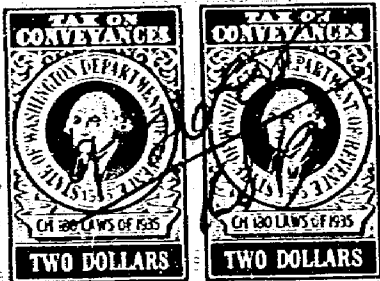
deliver to the purchaser a fulfillment deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

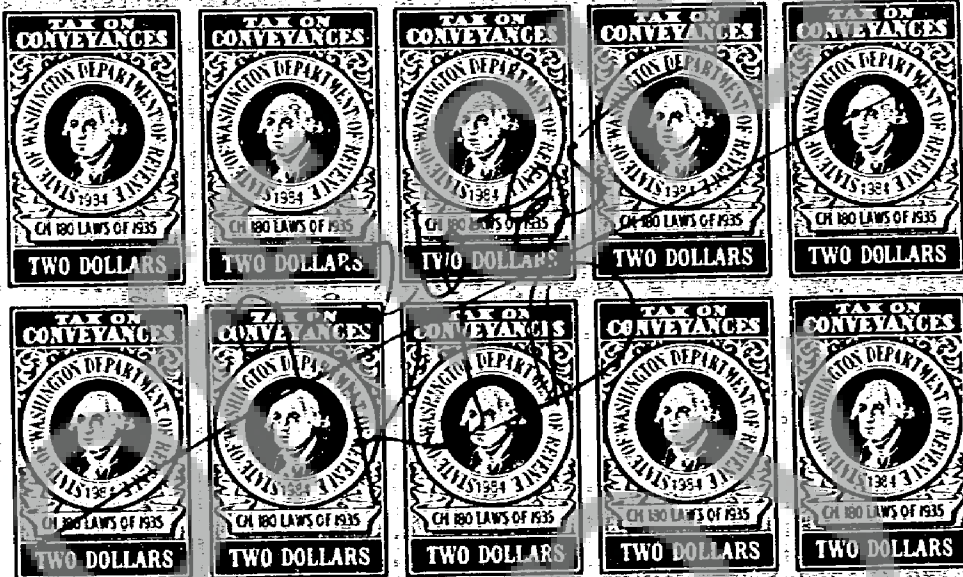
In Witness Whereof the parties have signed and sealed this contract the day and year first above written.



*Howard Willett*  
HOWARD WILLETT (Seal)

*Robert Lynn*  
ROBERT LYNN (Seal)

*Patricia A. Lynn*  
PATRICIA LYNN (Seal)



10188

REAL ESTATE EXCISE TAX  
SEP 26 1985

PAID 160.50

*W. R. Lynne, Deputy*  
SKAMANIA COUNTY TREASURER

STATE OF WASHINGTON,

// County of Clark

On this day personally appeared before me Howard Willett

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24<sup>th</sup> day of SEPTEMBER, 1985



*Ann Quader*  
Notary Public in and for the State of Washington,  
residing at Vancouver

**Transamerica Title Insurance Co**

A Service of  
Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

THIS SPACE RESERVED FOR RECORDER'S USE

FILED BY  
SKAMANIA COUNTY TITLE CO.  
OF STEVENSON

AT 2:00 P.M. SEP 26 1985

WAS RECORDED

BOOK 85

PAGE 113

*W. M. Olson*

DEPUTY